

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 04-128**

Lancaster County intends to purchase and invites you to submit a sealed bid for:

### **PRODUCTION OF LIMESTONE ROCK OR GRAVEL SURFACE COARSE MATERIAL PROJECT NO. 2005-01P**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 Noon Wednesday, May 19, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference/Bid Room located on the First Floor.

Bidders should take caution if U.S. Mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

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#### COMMISSIONERS

DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# SEALED BID

## SPECIFICATION NO. 04-128

BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, May 19, 2004

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Specifications, Instructions to Bidders and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

### PROPOSAL FOR WORK LANCASTER COUNTY, NEBRASKA ROCK AND GRAVEL PRODUCTION

#### CO. ENGINEER'S PROJECT #2005-01P

1. **Rock Surface Coarse** material F.O.B. at the production site.

| <u>Quantity</u>      | <u>Price/Ton</u> | <u>Total Price</u> |
|----------------------|------------------|--------------------|
| 2,000 tons (minimum) | \$_____          | \$_____            |

Production site location: \_\_\_\_\_  
\_\_\_\_\_

2. **Gravel Surface Coarse** material F.O.B. at the production site.

| <u>Quantity</u>      | <u>Price/Ton</u> | <u>Total Price</u> |
|----------------------|------------------|--------------------|
| 2,000 tons (minimum) | \$_____          | \$_____            |

Production site location: \_\_\_\_\_  
\_\_\_\_\_

3. **Gravel for Ice Control** material F.O.B. at the production site.

| <u>Quantity</u>                 | <u>Price/Ton</u> | <u>Total Price</u> |
|---------------------------------|------------------|--------------------|
| 2,000 tons (minimum)            | \$_____          | \$_____            |
| Production site location: _____ |                  |                    |
| _____                           |                  |                    |

All bid prices per ton are firm through **July 1, 2005**:    Yes \_\_\_\_\_    No \_\_\_\_\_

NOTE: Complete and submit with your offer the "Certificate of Independent Price Determination". It is the County's intent to bid out the hauling of product at a later date on an as needed basis to various locations within Lancaster County. The Producer will be selected with the hauler to arrive at the overall best value for the County.

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**NOTE: RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 04-128**

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The undersigned signatory for the bidder represents and warrants that he/she has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE**

\_\_\_\_\_  
**ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**Email**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

# **INSTRUCTIONS TO BIDDERS**

## **LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION**

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

#### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

#### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

#### **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

#### **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

#### **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 11.2 Such demonstration can be at the County delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

#### **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

#### **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
  - 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 15.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIFICATIONS**  
**FOR**  
**ROCK OR GRAVEL FOR ROAD SURFACING**  
**LANCASTER COUNTY, NEBRASKA**  
**PROJECT NO. 2005-01P**

**GENERAL REQUIREMENTS**

Bid Documents and Requirements: Copies of the specifications (Standard Specifications, General Requirements, Special Provisions, Instructions to Bidders, etc.), proposal forms and other required bid documents may be obtained at the office of the Purchasing Agent. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood.

Filing of Proposals: All bids must be submitted on Proposal forms provided by Lancaster County; bids submitted on bidder's own quotation sheets will not be accepted. Each proposal shall be enclosed in a sealed envelope showing the name and address of the bidder and the name and number of the project for which the proposal is being submitted. No bidder shall submit more than one (1) proposal, nor submit two (2) or more proposals under different names.

Purchase Order/Payment Voucher Issuing: Purchase orders, payment vouchers and checks will be issued only under the same firm name as the name appearing on the proposal documents.

Producer/Hauler: In the case where the producer is also the hauler, there will be a separate invoice issued for payment of the production and a separate invoice issued for payment of the haul.

Bid Bond: None required.

Performance Bond: **Five days following the County Board's award of bid**, the successful bidder will be required to submit a **50%** performance bond.

Certificate of Independent Price Determination: Bidders shall submit, as a condition of the acceptance of their bid, the attached Certificate of Independent Price Determination executed by bidder's authorized representative.

References: If producer has not supplied material to Lancaster County for three (3) years or more, bidder shall submit (3) references with the bid documents.

Certificate of Insurance: Bidder shall submit a valid Acord Certificate meeting the County's requirements with their proposal information.

**READ INSTRUCTIONS TO BIDDERS**



### **SPECIAL PROVISIONS**

1. The supplier is requested to bid only on the class and/or type of material for which he wishes to be considered eligible.
2. The unit price per ton bid by the supplier is understood to include the loading of trucks.
3. The unit price per ton shall be guaranteed until **July 1, 2005**.
4. The award of individual bids for specific County projects shall be based on class and/or type of material required for that project and the summation of haul rates and production site prices.
5. Certification checks performed by the County that do not pass the indicated specifications shall be cause for rejection of that load and non-payment for that load. Successive infractions of the certification shall be considered in future bidding privileges for that class of material.

### **MATERIAL SPECIFICATIONS**

#### **Gravel For Surfacing**

All gravel for surfacing shall conform to the appropriate Sections of the State of Nebraska "1985 Standard Specifications for Highway Construction" and meet the gradation specified in Table 1015.06 with the exception that a minimum of seventy-five percent (75%) shall be required to be retained on the #10 sieve (for Gravel for Surface Coarse) determined on an average of all samples taken for that individual hauling contract. As long as the average of all samples taken yields seventy-five percent (75%) or greater on the #10 sieve, then moisture will be waived from consideration. When the percent retained falls below seventy-five percent (75%), then a deduct in tonnage for payment shall be made based on the average moisture content (%) of all samples taken plus a percentage deduct equal to the percentage amount below seventy-five percent (75%).

#### **Rock For Surfacing - ("47"-B Coarse Aggregate for Concrete)**

Shall be of "Concrete Quality" and be certified to pass the following "1985 State Standard Specifications":

-Sections 1006.05, 1006.06 and 1006.07-

and have the gradation as specified in Table 1015.02 (47-B) of the State Specifications.

#### **Gravel for Ice Control - ("47"-B Fine Aggregate for Concrete)**

All gravel for ice control shall conform to the appropriate sections of the State of Nebraska "1985 Standard Specifications for Highway Construction" and meet the gradation specified in Table 1015.01 for fine aggregate for 47-B concrete.

**It is to be understood that the County shall test materials at the production site for comparison of specs and will spot check material on the truck to insure that the intent of the specifications are met.**

**CERTIFICATE OF INDEPENDENT  
PRICE DETERMINATION**

- (a) By submission of this bid, the bidder certifies that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor;
  - (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
- (1) He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he or she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
  - (2) He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

\_\_\_\_\_  
Signature of vendor's authorized representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**(Accepting a bidder's offer does not constitute acceptance of the bid prices.)**